

FINAL FULLY-EXECUTED

CREATIVE ARTISTS AGENCY

LITERARY AND TALENT AGENCY
2000 AVENUE OF THE STARS
LOS ANGELES, CA 90067
TELEPHONE: 424-288-2000 • FACSIMILE 424-288-2900

SPEAKING ENGAGEMENT AGREEMENT

Agreement made Tuesday, November 20, 2018 by and between

Celticcapri Corp. (hereinafter "Lender") for the services of Joseph R. Biden (hereinafter "Artist")

and

Performing Arts Center Authority d/b/a
Broward Center for the Performing Arts (hereinafter "Purchaser")

Contact Information:

Purchaser Contact:	Jill Kratish Director of Programming, Broward Center for the Performing Arts
Address:	201 SW 5th Avenue Fort Lauderdale, FL 33312
Telephone:	[REDACTED]
Email:	[REDACTED]@browardcenter.org
CAA Agent:	Andy Roth
Telephone:	[REDACTED]
Email:	[REDACTED]@caa.com
<u>Speaker Travel & Logistics Contact:</u>	Romen Borsellino
Telephone:	[REDACTED]
Email:	[REDACTED]@caa.com

1. ENGAGEMENT DETAILS

Lender agrees to provide services of Artist to lecture (perform) subject to the terms hereof, (specified) as follows:

- | | |
|------------------------|---|
| a. DATE OF ENGAGEMENT: | Monday, January 28, 2019 |
| b. VENUE: | Au Rene Theater - 201 SW 5th Ave |
| c. SPONSOR: | Broward Center for the Performing Arts |
| d. CITY AND STATE: | Fort Lauderdale, FL |
| e. TIME: | exact times TBD and mutually agreed upon |

Monday, January 28

- | | |
|-----------|---|
| ▪ 6:30 PM | Meet & Greet + Photo Op Receiving Line (45 min; 125 VIPs) * |
| ▪ 7:30 PM | Moderated conversation (45 min) ** |
| ▪ 8:15 PM | Audience Q & A (30 min) *** |
| ▪ 8:45 PM | Artist free to depart |

* During the Photo Op Receiving Line, there shall be no signage or logos (company, sponsor, etc.) present and visible in any photos taken.

** Questions for the Moderated Conversation shall be provided to Artist at least two (2) weeks in advance of the Engagement for Artist's review and written approval. Moderator is subject to Artist's advance written approval.

*** Questions by the audience shall be submitted via question cards in advance, which will be triaged for content, quality and topic by Artist's representative before being submitted to the Moderator.

- f. AUDIENCE: Up to ^{2,536}~~2,658~~ attendees
- g. EVENT DESCRIPTION: An Evening with Vice President Joe Biden
- h. PUBLIC EVENT / PRESS: This is a public, ticketed event. Local press may cover the event and all outlets shall be shared with Artist's representative in advance of the Engagement for written approval.
- i. RECORDING: See Section 7

2. CONSIDERATION

- a. ENGAGEMENT FEE: \$150,000 USD (inclusive of all travel expenses) VERSUS 85% Net Adjusted Gross Box Office Receipts *

1. DOWN PAYMENT: A non-refundable Deposit, equal to fifty (50) percent of the ~~each~~ portion of the Engagement Fee shall be paid to Celticcapri Corp., c/o Creative Artists Agency, 2000 Avenue of the Stars, Los Angeles, CA 90067, upon execution of the contract.
2. FINAL PAYMENT: The balance of the entire ~~each~~ portion of the Engagement Fee shall be paid to Celticcapri Corp., c/o Creative Artists Agency, via bank wire before Close of Business thirty (30) Business Days prior to the Engagement. Bank wire payment shall be made to the following:

Credit the account of: Creative Artists Agency

Client Trust Account

Account number:

With further credit to: *SPEAKERS DEPT, Celticcapri Corp. – Joseph R. Biden – Broward Center for the Performing Arts*

c/o City National Bank

400 North Roxbury Drive, 4th Floor

Beverly Hills, CA 90210

Bank routing number:

Swift Code:

3. Failure to make Final Payment shall relieve Artist of obligation to perform.
4. ~~Down Payment shall become non-refundable upon execution hereof.~~
5. Purchaser agrees to hold in confidence and not possess, use or disclose any Proprietary Information as it relates to Artist's honorarium fee and/or specific deal points of this agreement, ~~subject to disclosures as required by Florida law~~
6. * Any Overages shall be paid to Lender within five (5) business days following the Engagement. ~~paid via wire~~

~~as a documented show case~~

3. SECURITY. Purchaser shall provide and pay for a professional security as required in Artist's Venue Rider.
4. VENUE REQUIREMENTS. Purchaser agrees to provide a well heated, or cooled as the case may be, lighted and proper place for the program, in good condition together with all necessary stage accessories and properties including microphones and amplification system in proper working condition. Purchaser agrees to limit the audience to no more than the legal number permitted at the place of engagement. Purchaser shall provide Artist with a private green room / dressing room on-site at the event for Artist's exclusive use.
5. CONSEQUENCES FOR FAILURE TO CONFORM TO REQUIREMENTS OF AGREEMENT. In the event Purchaser fails or refuses to provide any of the items as herein stated, or fails or refuses to make any of the payments as provided herein or to proceed with the engagement, Artist shall have no obligation to perform this agreement and shall retain any amounts theretofore paid to Artist or in his/her behalf by Purchaser, and Purchaser shall remain liable to Artist for the contract price herein set forth.

Artist rep. will advise in writing of any insufficiencies and Purchaser will have due time to correct

6. RESPONSIBILITY for EVENT-RELATED TAXES. Purchaser agrees to pay any and all local, State and/or Federal rental, amusement, sales or other such taxes as required by law.
7. REPRODUCTION and DISTRIBUTION of PERFORMANCE. No lecture or program or any part thereof is to be live streamed or reproduced, including, but not limited to, reproduction by broadcasting, videotaping or tape recording, without the prior written permission of Artist in writing. No audio or video recording, streaming, live broadcasts or webcasts without prior written permission from Artist management. This restriction includes the Purchaser, the venue, and the audience. Artist retains full exclusive rights to all audio and film. No audio or video recording is permitted during the show by audience members. No flash photography is permitted during the show by audience members. Audience members are prohibited from bringing in cameras with detachable lenses.
 - a. Without limiting the foregoing, Purchaser is required to audio record Artist's Moderated Conversation and Audience Q&A in order to provide Artist with a full transcript of the event within a reasonable time following the Engagement. No further use of the audio recording is permitted. If Purchaser is unable to have the audio file transcribed, Purchaser is required to provide Artist with the full audio file following the event and Purchaser shall reimburse Artist for the full cost to have the audio file transcribed immediately upon receipt of an invoice.
8. USE of ARTIST'S NAME or LIKENESS for COMMERCIAL PURPOSES. Artist's name or pre-approved likeness may not be used as an endorsement of any product or service, or in connection with any commercial tie-up without Artist's prior written consent.
 - a. All advertisements and publicity materials shall be submitted to CAA for review and final written approval prior to publication.
 - b. Any advertisement or promotion of event, using Artist name or likeness, must be approved by Artist or Artist's representative.
 - c. Artist's participation may not be publicized until a signed copy of this agreement and the full deposit has been received.
 - d. Purchaser agrees there will be no backstage or behind-the-scenes videotaping, photographing, b-roll or otherwise recording of Artist unless mutually agreed to.
9. CANCELLATION OR TERMINATION OF CONTRACT. If for any reason not within the control of or due to the fault of the Purchaser, the Artist is prevented from or fails to appear, then this contract shall be deemed terminated and the Purchaser shall have no claim for damages against Artist; ~~Artist will have no liability for expenses or losses incurred by Purchaser. In the event Purchaser cancels the Engagement, sixty (60) days or less from the date of the event, Artist will be entitled to the entire Engagement Fee. In the event Artist fails to appear at no fault of Purchaser, Creative Artists Agency shall use good faith efforts to arrange for a mutually agreeable substitute speaker. If Creative Artists Agency and Purchaser are unable to agree as to a substitute speaker, the amount paid by the Purchaser shall be refunded by Creative Artists Agency, and the Purchaser shall have no other remedy.~~ ^{Artist will have no liability for expenses or losses incurred by Purchaser. In the event Purchaser cancels the Engagement, sixty (60) days or less from the date of the event, Artist will be entitled to the entire Engagement Fee. In the event Artist fails to appear at no fault of Purchaser, Creative Artists Agency shall use good faith efforts to arrange for a mutually agreeable substitute speaker. If Creative Artists Agency and Purchaser are unable to agree as to a substitute speaker, the amount paid by the Purchaser shall be refunded by Creative Artists Agency, and the Purchaser shall have no other remedy.} ^{outside of a Force Majeure cancellation}
10. ARTIST'S CONTROL OVER MANNER of PERFORMANCE. Artist shall have the exclusive control over the means and methods employed in fulfilling Artist's obligations hereunder, in all respects and in all details. This agreement shall not, in any way, be construed so as to create a partnership or any other kind of joint undertaking or venture between the parties hereto.
11. OWNERSHIP. Artist shall retain exclusive ownership of any and all intellectual property (including copyright) rights to any materials contributed by Artist at or in connection with the Engagement.
12. CAA DESIGNATION AS AGENT. It is expressly agreed that CAA is acting herein as an agent for Artist for the purposes of this Agreement and shall not be liable for any act of commission or omission on the part of either Artist or Purchaser. All liabilities, obligations, and duties imposed upon CAA pursuant to this Agreement are imposed upon CAA as agent for a disclosed principal and not as principal.
13. TRANSFER, ASSIGNMENT and AMENDMENT. This Agreement may not be assigned, transferred, amended, supplemented, varied or discharged, except by a signed instrument in writing.

- a. This Agreement is not binding upon Artist until fully executed and delivered by Artist or his/her agent to Purchaser.

14. **INDEMNIFICATION.** Purchaser hereby indemnifies, defends and holds Lender and Artist, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Lender and/or Artist or any of the foregoing in connection with or as a result of (a) Purchaser's act(s) or omission(s) or breach of this contract or (b) any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of the Lender or Artist. ~~Signed in Florida~~

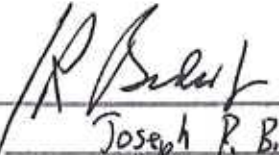
15. **CHOICE OF LAW.** ~~The~~ The validity, construction and effect of the agreement shall be governed by the Laws of the State of ~~California~~ ^{Florida}, regardless of the place of the presentation of the Artist's performance, and the parties expressly submit to the exclusive jurisdiction of the courts of the state of ~~California~~ ^{Florida} sitting in ~~Los Angeles, California.~~ ^{Broward County, Florida}

UNDERSTOOD AND AGREED:

Performing Arts Center Authority d/b/a
BROWARD CENTER FOR THE PERFORMING ARTS

OELTICAPPI CORP.


By _____ Date: 11-26-15
Performing Arts Center Authority d/b/a
Broward Center for the Performing Arts
Its: Kelley Shanley as President/CEO
Authorized Signatory


By _____ Date: 11-28-15
Joseph R. Bider, Jr.
Its: President
Authorized Signatory for Producer/Artist

Print Name and Title Above